Terms of Use

PLEASE READ THESE TERMS OF USE CAREFULLY. These terms of use describe the rules for users ("you" or "your") of any IlluminOss web site ("IlluminOss web site"). A IlluminOss web site may be used only for information purposes and, in certain circumstances, to place secured orders according to the applicable IlluminOss User Agreement. By using a IlluminOss web site or uploading materials to a IlluminOss web site, you agree to abide by the terms of use set forth in this notice ("Terms of Use") and IlluminOss's Privacy Statement ("Privacy Statement"). If you do not agree to abide by the Terms of Use and the Privacy Statement, do not use a IlluminOss web site in any manner including but not limited to uploading or downloading any information or material.

All IlluminOss web sites are owned and operated by IlluminOss. IlluminOss is the name we use to refer to our whole business, including IlluminOss Medical Inc ("IlluminOss") with its worldwide headquarters at 993 Waterman Ave, East Providence RI 02914 U.S.A and any of the companies that it controls such as its subsidiaries, divisions and affiliates.

By accessing a IlluminOss web site, you agree to the following terms. If you do not agree to the following terms, please note that you are not allowed to use any IlluminOss web sites. The Terms of Use and Privacy Statement apply to all IlluminOss web sites. IlluminOss and its affiliates also operate other web sites. The Terms of Use may also apply to those other web sites. Please review the Terms of Use posted on those other IlluminOss web sites when you visit them. IlluminOss may change the Terms of Use at any time. By using a IlluminOss web site, you represent and warranty that you accept these and any future version of the Terms of Use. These Terms of Use were last updated on May 15, 2018.

The Terms of Use apply exclusively to your access to and use of any IlluminOss web site and do not alter the terms or conditions of any other agreement you may have with IlluminOss or its parents, subsidiaries or affiliates regarding other topics than the use of any IlluminOss web site.

Please read our Privacy Statement to understand the privacy rules about your use of IlluminOss web sites. Except as written in any other user agreements, disclaimers, policies, terms of use, statements, or other notices on a IlluminOss web site, the Terms of Use and our Privacy Statement are the complete agreement between you and IlluminOss with respect to your use of IlluminOss web sites. You may be subject to additional terms that may apply when you access particular services or materials on certain areas of a IlluminOss web site or by following links that take you away from a IlluminOss web site.

The information contained in IlluminOss web sites (i) are for general guidance on matters of interest only and shall not be assimilated to or substituted for legal or medical advice and (ii) do not constitute an offer of or solicitation for the purchase of products or services.

A reference to a IlluminOss product or service on a IlluminOss web site does not imply that such product or service is or will be available in your country where it may be subject to different regulations and conditions of use. Such reference does not imply any intention on our part to sell this product or service in your country and you should always rely on product information especially created for your country. IlluminOss’s web site contains information about products and services that may or may not be available in any particular country or region of the world, may be available under different trademarks in different countries and where applicable may be approved or cleared by a government regulatory body for sale or use with different indications and restrictions in different countries.

Although accessible by others, the product information on a public IlluminOss web site is intended for use by residents of the United States only unless designated by a national flag or regional symbol. IlluminOss’s web sites may link to other web sites produced by IlluminOss’s various operating divisions.
and subsidiaries, some of which are outside the U.S. Those IlluminOss web sites may have information that is appropriate only to the particular originating country or region where the web site is based. You should not construe anything on a linked web site as a promotion or solicitation for any product or for the use of any product that is not authorized by the laws and regulations of the country where you are located.

IlluminOss's web sites may contain from time to time information related to various health, medical and fitness conditions and their treatment. Such information is not meant to be a substitute for the advice provided by a physician or other medical professional. You should not use the information contained herein for diagnosing a health or fitness problem or disease. You should always consult a medical professional, such as a physician, to determine what courses of treatment, if any, may be appropriate for you.

Copyrights and Trademarks. The contents of IlluminOss's web sites are protected by worldwide copyright and trademark laws. Any rights not expressly granted herein are reserved. Reproduction, transfer, distribution or storage of part or all of the contents in any form without the prior written permission of IlluminOss is prohibited except in accordance with the following terms. IlluminOss consents to you browsing IlluminOss's web sites on your computer and printing or downloading content only for your personal use for non-commercial purposes provided that such uses are not competitive with or derogatory to IlluminOss; but no modification or further reproduction of the content is permitted. The content may otherwise not be copied or used in any way without the prior written consent from an authorized IlluminOss representative. Individual documents on a IlluminOss's web site may be subject to additional terms indicated in those documents.

The trademarks, service marks, trade names, trade dress and products contained in IlluminOss's web sites are protected in the United States and internationally. IlluminOss is a registered trademark of IlluminOss Medical. Other product and company names mentioned in IlluminOss's web sites may be trademarks or trade names of their respective owners. Your access to IlluminOss's web sites should not be construed as granting, by implication, estoppel or otherwise, any license or right to use any marks appearing on IlluminOss's web sites without the prior written consent of an authorized IlluminOss representative or the third-party owner thereof except to identify the products or services of the company.

If you believe that your intellectual property has been improperly used on a IlluminOss web site please contact IlluminOss’s Compliance Department at the address provided below.

Software. Any software including any files, images generated by the software, code, source and destination, and data accompanying the software (collectively, "Software"), used or accessible by means of an IlluminOss web site may be used by you solely for accessing and using IlluminOss's web site for purposes and according to the conditions expressly stated on the IlluminOss web site. IlluminOss retains full and complete title to and all intellectual property rights in the Software. You agree to neither copy, distribute, sell, modify or create derivative works from any part of the Software nor to decompile, reverse engineer or disassemble the same, unless permitted by applicable law.

User Representations. In using any IlluminOss web site, you agree: (a) not to disrupt or interfere with the security of, or otherwise abuse, the IlluminOss web site, or any services, system resources, accounts, servers or networks connected to or accessible through the IlluminOss web site or affiliated or linked web sites; (b) not to disrupt or interfere with any other user’s enjoyment of the IlluminOss web site or affiliated or linked web sites; (c) not to upload, post, or otherwise transmit through or on any IlluminOss web site any viruses or other harmful, disruptive or destructive files; (d) not to use or attempt to use another’s account, service or system without authorization from IlluminOss, or create or use a false identity on an IlluminOss web site; (e) not to transmit through or on a IlluminOss web site spam, chain letters, junk mail or any other type of unsolicited mass email to people or entities who have not agreed
to be part of such mailings; (f) not to divulge your username and password to others either on or off the IlluminOss web site; (g) not to attempt to obtain unauthorized access to the IlluminOss web site or portions of the IlluminOss web site which are restricted from general access; and, (h) not use a IlluminOss web site to seek, provide or obtain specific medical advice, medical opinion or diagnosis as applied to a patient’s particular condition or situation.

In addition, you agree that you are solely responsible for actions and communications undertaken or transmitted under your account, and that you will comply with all applicable local, state, national and international laws and regulations, including but not limited to United States export restrictions, that relate to your use of or activities on a IlluminOss web site.

Except for Registered Users (as defined in the applicable User Agreement) using a secured IlluminOss web site for professional use, in connection with the treatment of patients, you expressly agree that you will not provide, discuss or refer to any particular patient, any particular patient's medical condition or any other information, which could identify a particular patient. You further expressly agree that you will not discuss, endorse or refer to "off label" uses of medical products, including any uses which have not been approved by the U.S. Food and Drug Administration or any other applicable regulatory agency.

Web Site Updates. All content available through a IlluminOss web site, including but not limited to data, technical drawings, configurations, quote and order information and catalog listings are believed to be accurate. However, you should independently evaluate the accuracy of the information and the usefulness for your particular needs of any content, product or service available through any IlluminOss web site. Specifications for products and services are subject to change without notice and IlluminOss reserves the right to make changes without notice to processing, materials or configuration. IlluminOss does not guarantee that products or services that are listed online will be available at the time of your order.

IlluminOss may terminate, change, suspend or discontinue any aspect of a IlluminOss web site, including the availability of any features, at any time. IlluminOss may remove, modify or otherwise change any content, including that of third-parties, on or from a IlluminOss web site. IlluminOss may impose limits on certain features and services or restrict your access to parts or all of a IlluminOss web site without notice or liability. IlluminOss may terminate the authorization and rights provided herein and your use of any IlluminOss web site at any time in its sole discretion and upon such termination, you shall immediately destroy all materials that you have downloaded from any IlluminOss web site.

Links to Other Web sites. For your easy accessibility, IlluminOss may include links to web sites on the internet that are owned or operated by third-parties to which this Terms of Use does not apply. IlluminOss is not responsible for the content of such other web sites. You also agree that IlluminOss has no control over the content on third-party web sites and cannot assume any responsibility for material created or published by such third-party web sites. Therefore, when linking to such a third-party web site, you should review and agree to that web site's rules of use before using such web site. In addition, a summary and/or link to a non-IlluminOss web site does not imply that IlluminOss endorses the web site or the products or services, or warrants the accuracy of any content referenced in such third-party web site. IlluminOss shall not be liable for any damages or injury arising from users' access to or inability to access such web sites.

Links to a IlluminOss Web Site. All links to a IlluminOss web site must be approved in writing by IlluminOss, except that IlluminOss consents to links in which: (a) the link is a text-only link containing only the title of the home page of IlluminOss's web site, (b) the link "points" only to the home page of IlluminOss's web site and not to deeper pages, (c) the link, when activated by a user, displays this home page of IlluminOss's web site in full-screen and not within a "frame" on the linked web site, and (d) the appearance, position, and other aspects of the link do not (i) create the false appearance that an entity or its activities or products are associated with or sponsored by IlluminOss or its affiliates, or (ii) damage
or dilute the goodwill associated with the name and trademarks of IlluminOss or its affiliates. In any event you agree that IlluminOss reserves the right to withdraw this consent to link without reason or notice and at any time and you further undertake to delete any link for which IlluminOss’s consent has been withdrawn.

**Your Content and Ideas.** By submitting material to any of our servers, for example, by e-mail or via the internet, you agree that: (a) the material will not contain any item that is unlawful or otherwise unfit for publication; (b) you will use reasonable efforts to scan and remove any viruses or other contaminating or destructive features before submitting any material; (c) you own the material or have the unlimited right to provide it to us and IlluminOss may publish the material free of charge and/or incorporate it or any concepts described in it in our products without accountability or liability; (d) you agree not to take action against us in relation to material that you submit and you agree to indemnify us if any third-party takes action against us in relation to the material you submit; (e) does not violate the terms of this Agreement, IlluminOss’s Privacy Statement or any other registered user agreement (if applicable); and (f) and that you shall be responsible for the content and information contained therein, including all required consents, its truthfulness and accuracy.

IlluminOss does not and cannot review the content posted by users on every IlluminOss web site and is not responsible for such content. IlluminOss may at any time at its discretion remove any content posted by users.

**Warranty.** The use of any IlluminOss web site and the content therein is permitted for private, non-commercial use. The content in every IlluminOss web site is provided as a convenience to you. IlluminOss will use reasonable efforts to include up-to-date and accurate information in its web site but makes no representations, warranties or assurances as to the accuracy, currency or completeness of the information contained on any IlluminOss web site which are provided on "as is" and "as available" basis.

To the fullest extent permissible pursuant to applicable law, IlluminOss and its affiliates disclaim all warranties of any kind, whether express or implied, including without limitation any warranty of merchantability, fitness for a particular purpose or non-infringement. You expressly agree that any use of a IlluminOss web site, including all content, data or software distributed by, downloaded or accessed from or through a IlluminOss web site is at your sole risk. You understand and agree that you will be solely responsible for any damage to your business, your computer system or loss of data that results from the download of such content, data and/or software.

You acknowledge that IlluminOss does not control in any respect any information, products or services offered by third-parties through any web site including a IlluminOss web site. Except as otherwise agreed in writing, IlluminOss and its affiliates assume no responsibility for and make no warranty or representation as to the accuracy, currency, completeness, reliability or usefulness of any advice, opinion, summary, statement or other content or of any products or services distributed or made available by third-parties through any third-party or IlluminOss web sites.

IlluminOss does not make any warranty that its web sites or its content will meet your requirements, or that a IlluminOss web site or its content will be uninterrupted, timely, secure, or error free or that defects, if any, will be corrected. Nor does IlluminOss make any warranty as to the results that may be obtained from use of a IlluminOss web site or its content or as to the accuracy, completeness or reliability of any information obtained through use of any IlluminOss web site.

IlluminOss assumes no responsibility for any damages suffered by a user, including, but not limited to, loss of data from delays, non-deliveries of content or email, errors, system down time, misdelivers of content or email, network or system outages, file corruption, or service interruptions caused by the negligence of IlluminOss, its affiliates, its licensors, or a user’s own errors and/or omissions.
Except as otherwise provided under applicable laws and regulations regarding the security of personal data, IlluminOss disclaims any warranty or representation that confidentiality of information transmitted through a IlluminOss web site will be maintained.

No advice or information, whether oral or written, obtained by you from IlluminOss or third-parties through any IlluminOss web site shall create any warranty.

Some states do not allow the limitation or exclusion of certain warranties or conditions, so some of the above exclusions may not apply to you.

**Limitation of Liability.** TO THE EXTENT PERMITTED BY LAW, UNDER NO CIRCUMSTANCES, INCLUDING, WITHOUT LIMITATION, NEGLIGENCE, SHALL ILLUMINOSS OR ITS PARENTS, SUBSIDIARIES, AFFILIATES, OFFICERS, DIRECTORS, EMPLOYEES, AGENTS OR SUPPLIERS BE LIABLE FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES ARISING FROM OR IN CONNECTION WITH THE USE OF OR THE INABILITY TO USE A ILLUMINOSS WEB SITE OR ANY CONTENT CONTAINED ON A ILLUMINOSS WEB SITE, OR, EXCEPT AS OTHERWISE PROVIDED UNDER APPLICABLE LAWS AND REGULATIONS REGARDING THE SECURITY OF PERSONAL DATA, RESULTING FROM UNAUTHORIZED ACCESS TO OR ALTERATION OF YOUR TRANSMISSIONS OR DATA, OR OTHER INFORMATION THAT IS SENT OR RECEIVED OR NOT SENT OR RECEIVED, INCLUDING BUT NOT LIMITED TO, DAMAGES FOR LOSS OF PROFITS, USE, DATA OR OTHER INTANGIBLES, EVEN IF GEHC HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THE PARTIES ACKNOWLEDGE THAT THIS IS A REASONABLE ALLOCATION OF RISK, EVEN IF ILLUMINOSS HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. SOME JURISDICTIONS DO NOT ALLOW EXCLUSION OF CERTAIN WARRANTIES OR LIMITATIONS OF LIABILITY, SO THE ABOVE LIMITATIONS OR ExCLUSIONS MAY NOT APPLY TO YOU. THE LIABILITY OF ILLUMINOSS WOULD IN SUCH CASE BE LIMITED TO THE GREATEST EXTENT PERMITTED BY LAW.

**Applicable Law.** These Terms of Use shall be governed by the laws of the State of Rhode Island and claims shall be determined in the state and federal courts of the State of Rhode Island, U.S.A. Should any provision in these Terms of Use be found invalid or unenforceable for any reason, then that provision shall be deemed severable from, and shall not affect the validity or enforceability of, the remaining provisions.

**Contact IlluminOss.** If you have any questions about these Terms of Use, please write to:

IlluminOss Corporation  
Corporate Compliance Officer 993 Waterman Ave East Providence RI 02914

If the Terms of Use change, the revised Terms of Use will be posted on all IlluminOss web sites. Please check back periodically, and especially before you provide any personally identifiable information. This Terms of Use was last updated on April 15, 2019.